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Federal Deposit Insurance Corporation  
**CONTRACTOR CONFIDENTIALITY AGREEMENT**

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**[NOTE: THIS AGREEMENT SHOULD BE EXECUTED BY AN AUTHORIZED OFFICIAL OF THE RECIPIENT AND BY EACH EMPLOYEE OF THE RECIPIENT WHO WILL WORK ON SITE AT A FDIC FACILITY]**

This Confidentiality Agreement ("Agreement") is executed this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_ by \_\_\_\_\_ **[INSERT NAME OF CORPORATION OR OTHER ENTITY OR EMPLOYEE OF THE RECIPIENT WHO WILL WORK ON SITE AT A FDIC FACILITY]** ("Recipient") and Federal Deposit Insurance Corporation, acting in any capacity ("FDIC").

In consideration of the mutual promises set forth herein, Recipient and FDIC agree to the following:

1. Confidential Information. FDIC acting in any of its capacities, may provide Recipient with, or allow Recipient access to, or Recipient may obtain certain information and/or sensitive data not generally known to the public concerning federally insured depository institutions, Federal Deposit Insurance Corporation, Receiver, assets of the Receiver, Conservator, assets of the Conservator, and any other confidential information. All such information shall be known as "Confidential Information." Recipient might from time to time also obtain information or access to information that is not given directly to Recipient. All such information so obtained shall also be considered and treated as Confidential Information.

2. No Disclosure. Except as expressly permitted by Paragraph 3 below, Recipient shall not at any time disclose, permit the disclosure of, release, disseminate, or transfer, whether orally or by any other means, any part of such Confidential Information to any other person or entity of whatever kind or nature, including without limitation a corporation, government, or individual, without the express prior written consent of an authorized representative of FDIC. Recipient shall return any and all written Confidential Information, and all copies made of such items, to FDIC upon FDIC request, but in any event no later than the date that Recipient has performed all services to be performed for FDIC pursuant to any existing contract, or at the close of the solicitation in connection with which the Confidential Information was given to Recipient. Recipient hereby agrees that such Confidential Information and any documents provided may be used by Recipient only as authorized by FDIC. **[ADD THE FOLLOWING IF THE RECIPIENT IS A CORPORATION OR OTHER ENTITY]** Recipient shall take all reasonable measures to ensure that there shall be no disclosure of any such Confidential Information to any unauthorized person by Recipient's employees, agents, or attorneys.

3. Permitted Disclosure.

a. Court Order. Recipient shall immediately notify FDIC of any court order or subpoena requiring disclosure of Confidential Information and shall cooperate with legal counsel for FDIC in the appeal or challenge of any such order or subpoena. Recipient may disclose Confidential Information required to be disclosed pursuant to court order or subpoena, but only after the FDIC as Receiver has exhausted any lawful and timely appeal or challenge that the FDIC as Receiver elects to file or make in connection with such court order or subpoena.

b. Provision of Service to FDIC. If Recipient is required to perform services for FDIC pursuant to written contract with the Receiver, then Recipient may reveal to a third party only the Confidential Information that is reasonably necessary for Recipient to reveal in connection with the performance of Recipient's obligations to FDIC, and only so long as Recipient has first obtained from the third party a written agreement to abide by the terms of this Agreement in the same manner, and to the same extent, that Recipient is bound hereunder.

**[USE THE FOLLOWING PARAGRAPH IF THE RECIPIENT IS A CORPORATION OR OTHER ENTITY]**

4. Recipient as Corporation, Partnership, or Joint Venture. If Recipient is a corporation, partnership or joint venture, the provision of this Agreement relating to access to, and disclosure of, Confidential Information shall apply to all officers, directors, partners, employees, and agents of Recipient, as applicable, and Recipient shall be responsible for ensuring the compliance of all such parties with the terms hereof.

**[USE THE FOLLOWING PARAGRAPH IF THERE ARE SUBCONTRACTORS]**

5. Subcontractors. If Recipient has one or more subcontractors, Recipient shall obtain from each of them and their personnel who will work on site at a FDIC facility an agreement that is substantially the same as this Agreement and the Agreement for Recipient's personnel who will work on site at a FDIC facility, and Recipient shall ensure that all subcontractors adhere to the terms of such agreement.

6. Applicable Law — Jurisdiction. This Agreement shall be governed by Federal law, and, to the extent that State law would apply under applicable Federal law, the laws of the State of \_\_\_\_\_. Recipient consents to venue and personal jurisdiction in the United States District Court for the \_\_\_\_\_ District of \_\_\_\_\_ should any dispute relating to this Agreement occur.

7. Attorney's Fees. If any legal action or other proceeding of any kind is brought for the enforcement of this Agreement, or because of any alleged breach, default, or any other dispute in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover all reasonable attorney's fees and other costs incurred in such action or proceedings, in addition to any relief to which it may be entitled.

8. Entire Agreement. This Agreement embodies the entire agreement between the parties in relation to the subject matter herein and supersedes all prior understandings or agreements, oral or written, between the parties hereto.

**RECIPIENT**

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

**FDIC**

By: \_\_\_\_\_  
Title \_\_\_\_\_